

THE SERVICE SPECIFICATION

SUPPORT SERVICE NAME	Community Meals Service
SUPPORT SERVICE REFERENCE	

1.	SERVICE REQUIREMENT
1.1	The Contract is to provide a Community Meals Service across the Borough, including the provision and regeneration of individual and multi portion meals and cold tea packs
1.2	The successful Provider(s) will be pro-active in continually improving the nature of the service, working in partnership with people who use the service and the Council, to consider innovative ways of improving and developing the service whilst taking efficiency, service delivery and the need to reduce costs into account.
1.3	The Service Provider shall be able to demonstrate their experience and knowledge of regeneration and/or the provision of multi portion meals including dessert (or starter) and as well as cold tea packs based on principles and values stated in this specification.
1.4	The Contract(s) will be for a minimum period of three years with the Council retaining an option to extend it for a further two years if the outcomes specified in Section 2.4 are deemed to have been met by both the people who use the service and the Council
2.	SERVICE DELIVERY
2.1	<p>Suitably qualified and experienced Service Providers are invited to tender for provision of the whole or part of the service incorporating: -</p> <p><u>Provision and Regeneration</u> of individual meals and desserts at either a location to be leased from the Council or, a location in Halton that is owned or leased by the provider from another 3rd party.</p> <p><u>Provision and Regeneration of multi portion meals</u> for delivery to Day Centres_and/or Luncheon Clubs_</p> <p><u>Provision of Individual Tea Packs</u> for_delivery to individual service users.</p> <p><u>Administration</u> to manage the service including taking all calls (24/7) related to cancellations and other requirements for meals and teas fro individual service users and/or their relatives etc and from Day Centres and respond to them appropriately.</p> <p>To take referrals for the provision of a meals service to individual service users from operational teams.</p>

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	<p>To contact the service user before service commences and ascertain their meal and tea choices before the first meal is delivered to them.</p> <p>To work with the Council on the annual consultation process so that meaningful data is gathered to inform service satisfaction and work with the Council to further develop the Service</p> <p>To keep statistical information on the meals and teas as required by the Council.</p> <p><u>Invoicing</u> to invoice individuals directly for meals and teas on a 28-day basis in accordance with the Council's four weekly invoicing schedule.</p> <p><u>Service Development</u> the provider must be willing to work with the Council to develop the service further including looking at the provision of meals to day and community centres in the Halton Borough. The Provider must also be willing to work with the Council to develop the 'choice' aspect (i.e. individual choice of menu) of the individual meals provided to service users.</p>
2.2(1)	<p><u>Meal Content</u></p> <p>A single meal shall provide a minimum of one third of an adult's daily nutritional requirement. The meals provided will reflect the dietary recommendations of the Advisory Body for Social Services Catering.</p> <p>A copy of the guidelines used in the production of the meals should be included in the tender documentation.</p> <p>All meals and desserts must be free of genetically engineered products.</p>
2.2(2)	<p><u>Menu Range</u></p> <p>The Service Provider will be expected to incorporate a varied choice of meals and desserts, which are popular and reflect the tastes, culture and local preferences and needs of the service user group.</p> <p>Sample menus based on the current five week variety hot multi portion meals menu, the current five week service users individual menu choice and the current five week cold tea menu showing that healthy eating options are offered will be sent to the Council for review by the Divisional Manager, Business Support on a two monthly basis.</p> <p>The Service Provider(s) should include details of the portion size and weight for all items included on the proposed menu.</p> <p>The Service Provider(s) will be expected to supply appropriate menu items for special occasions e.g.: Religious/festive occasions.</p>

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	<p>Changes or variations to the proposed menu during the period of the Contract must be authorised by Council's Contracts Section.</p> <p>The Service Provider(s) will be required to cater for people with special dietary needs which will include: -</p> <ul style="list-style-type: none">• low fat• soft diet• low fibre• low carbohydrate• high protein / high energy• low salt• low potassium• gluten free• free from• diabetic• renal diet• vegetarian or vegan• ethnic including Halal, Asian, Afro-Caribbean and Kosher. <p>The Service Provider(s) will ensure that it has a comprehensive range of foods to cater for most tastes, there being a minimum choice of 45 main courses and 45 desserts including a minimum of 10 cold sweets (such numbers not to include specialist meals), to provide a varied menu. A wide and varied selection will be included in specialist meals and sweets in order to offer a good choice to Service Users requiring special diet meals and desserts. The menu will be agreed with the Council from the choice provided. The Service Provider may offer a wider range of meals and desserts if preferred.</p> <p>The provision will be for 52 weeks of the year and the Service Provider will have a responsibility to ensure adequate supplies are available for all aspects of the service and will also meet extended holiday periods.</p> <p>The Community Meals Service currently operates a 5 weekly rolling menu cycle for individual and multi portion meals and cold teas.</p> <p>The Service Provider(s) will be expected to revise the variety and choice of meals and desserts menu every 6 months to incorporate seasonal variations and information received in relation to service user surveys and feedback.</p>
2.2(3)	<p><u>Packaging</u></p> <p>Meals will be provided in multi compartmental containers (minimum of 2 compartments), which are intact, properly sealed and not damaged in any way. Desserts may be packaged in single compartment containers.</p> <p>Each individual service users meal shall be assembled in suitable</p>

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	<p>containers for delivery to the service user.</p> <p>All food products will be packaged and wrapped sufficiently to protect them from damage and contamination during all processes of preparation, storage and transportation. Where a supplier has recommended a particular storage method, it shall be adhered by the regeneration Service Provider.</p> <p>All packaging in contact with food is to comply with all relevant European and National legislation in force on materials and articles in contact with food. Consideration must specifically be given in respect of the type of food in contact, duration of contact and anticipated temperatures when used as directed.</p> <p>Wrappings and packaging must not provide a source of contamination and be in compliance with Regulation (EC) 852/2004, Annex II, and Chapter X.</p> <p>All produce shall be delivered in suitable containers and where it is necessary to split normal packs for smaller quantities these shall be properly and carefully packed. Damaged or broken packaging of food shall not be accepted.</p> <p>The full range of meals offered for the individual meals service must be suitably packed to be regenerated in a traditional gas/electric oven or microwave where applicable. If products suitable for regeneration in the oven can be used in the microwave with appropriate 'sleeves'/'domes' then the Service Provider should clearly identify this in their proposals and incorporate into the pricing document the cost of supplying the same.</p> <p>All the information required to be given under the Food Labelling Regulation 1996, as amended, together with the batch and factory code shall be stated. Food and ingredients bearing a minimum durability date ("best before" or "use by" date) shall not be supplied beyond the specific relevant date for the product in question.</p>
2.3	<p>The aim is to provide a good quality Community Meals Service that delivers the outcomes specified in section 2.3.</p>
2.4	<p>The outcomes that are sought from the service are that: -</p> <ul style="list-style-type: none">a) people are enabled to live as ordinary a life as possible;b) people have a say in how they live their lives and the services they need to help them to do so;c) people receive the right amount and type of care and support to achieve maximum possible independence;d) people have a choice about what they want to eat and when peoples independence is promoted;

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	<ul style="list-style-type: none"> e) peoples dignity is promoted and they are treated with respect; f) people will have access to a “ready meal”, delivery service; g) 80% of people will register annually that they are happy with the service provided, by means of an annual survey. h) people’s comments are listened to and contributed to future development of the service; i) people are safe in their homes as Driver’s reports of no contacts and concerns will be referred to the appropriate person(s) in order that help can be given if necessary; j) people will have their nutritional needs met and be offered healthy meals; k) Meals delivery staff will be clearly identifiable so that recipients feel safe to answer their doors and/or allow drivers into their home; l) people will be able to state their dietary needs and have them met; m) cares are supported by being able to access meals for the person they care for when they need to; n) at least one meal tasting session and development day will be held with service users and operational staff per annum to ascertain development ideas for the service; o) results of all surveys and consultations will be published to both participants and the Council; p) people are offered a 24/7 central point of contact to amend their orders for food. (Our of hours Service is currently offered by the Council’s Contact Centre); q) carers will register that the people they care for are able to access meals when required, based on a sample survey of carers; r) meals recipients will be surveyed annually to test user satisfaction with the meals provided. The survey form will be approved by the Council prior to being sent for completion and analysis. The survey will demonstrate that people were able to choose meals that met their dietary and cultural needs
2.5	<p>The prospective Service Provider should clearly and separately identify the unit costs in providing the service outlined.</p> <p>The successful Service Provider (s) will be referred to as the Service Provider(s) in the following sections of this document.</p> <p>The Council is unable to predict at this stage the actual number of meals likely to be purchased either annually or on a daily basis, as this is a demand led service and changes are dependant on the needs of individual service users and Day Centres.</p> <p>The Community Meals Service to be provided encompasses the whole area of Halton Borough on a seven day a week service including all Bank Holidays.</p>

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	<p>The majority of current tea pack service users also have a main hot meal.</p> <p>The Community Meals Service currently provides a hot multi portion meal service to one Day Centre, six days a week, for a maximum of 20 service users per day, and a multi drop of approximately 3 individual meals to one Day Centre five days a week. These Services are currently being developed and is expected to be expanded. A further one Centre at least is likely to commence early in the year 2009.</p> <p>The levels and extent of the service to be provided within this Contract are dependent on budget decisions for the current and subsequent years of the Contract period which have yet to be made, and which themselves depend on a number of factors such as levels of Government grants and spending priorities to be determined within the Authority.</p> <p>The Council reserves the right to reflect changes in the demand for services by amendment or variation of the level of service required under the Contract without compensation to the Service Provider(s).</p> <p>The Service Provider(s) will work alongside and negotiate with the Council to develop and expand the Community Meals Service if requested to do so by the Council.</p> <p>No attempt shall be made to qualify contract or requirements other than where the tender document calls for additional service information.</p>
3.	Standards, codes of practice, policies and procedures for support service provision.
3.1	<p>The Service Provider(s) shall conform to the following guidelines contained within The Department of Health "Chilled and Frozen Food Guidelines on Cook-Chill/Cook-Freeze Catering Systems 1989" and the "Industry Guide to Good Hygiene Practice"</p> <p>The Service Provider(s) shall also conform to any additional legislation in connection with this type and style of service and any additional guidelines produced by the Institute of Chartered Environmental Health Officer.</p> <p>The Service Provider(s) will ensure that the production of all meals conform to all current appropriate legislation and shall provide the Council upon request, copies of Environment Health Officers Report relating to their product or premises.</p>
3.2	<u>Labelling</u>

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All labelling must comply with the Food Labelling Regulations 1996 and/or any subsequent legislation and amendments.

All meals will have, as a minimum, the name of the meal and the ingredients.

All meal containers must include a list of ingredients including quantitative ingredient declarations.

All meal containers must indicate the presence of any allergenic ingredients or potential cross contamination with allergenic ingredients.

All meal containers must declare a production date and best before/use by date as appropriate

All meal containers must indicate the appropriate storage conditions and instructions for use, including reheat instructions.

Any food making a nutritional claim, e.g. low fat, low calorie, high fibre etc, will require compulsory nutritional information

All meal containers will have the name of the meal and should clearly identify the specific diet they are intended for where relevant e.g. diabetic, low fat etc.

The majority of service users who receive the Community Meals Service are elderly and as a consequence may have visual impairments or difficulty in opening packs that meals are contained within. Instructions must be in large enough print to enable all service users to read them and packs should be able to be opened easily

The Service Provider(s) must ensure that where clear instructions will not fit onto the lid, an information leaflet is produced and issued to all existing and potential new service users at commencement of service by the Service Provider(s).

The potential Service Provider(s) will be required to submit examples of the items listed above with their tender submission.

Storage, Ordering and Delivery of Meals.

The Service Provider(s) must hold a sufficient quantity of meals to support the requirements of the individual meals service.

All storage prior to delivery to the service user must meet all current legislation temperature control recommendations.

The Service Provider(s) will maintain accurate and detailed records of their meal storage and delivery monitoring procedures, which may be inspected by the Council's Authorised Officer.

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The supplying Service Provider will ensure that delivery is provided in an appropriate vehicle and ensure products reach the regeneration point within current recommended temperature legislation. Any vehicle used must have a temperature monitoring system, which will be made available for inspection by the Council's Authorised Officer.

Any vehicles used must be road worthy, comply with all relevant legislation, be clean and well maintained and not be used for the transportation of animals, dangerous chemicals or other unhygienic matters. All meals must be transported in a container that provides protection from contamination. Alternative transport arrangements must be supplied in the event of a breakdown.

On commencement of the Contract(s) the Council's Authorised Officer will provide an initial up to date statement regarding numbers of current service users giving maximum weekly numbers of expected meals, any dietary requirements and any other relevant information.

For all subsequent deliveries the Service Provider(s) will be required to implement an ordering system in consultation with the Divisional Manager, Business Support and any requirements of the Council's policies and standing orders.

The Service Provider responsible for regeneration will be required to monitor and record on a daily basis the meals supplied to service users. Records of meals supplied to service users requiring special diet foods will be indicated separately.

The Service Provider for regeneration will have meals packed in suitable containers and ready for delivery agents at a time agreed with the Council, service users and providers. . Any variance to this during the course of the Contract will be discussed and agreed by all parties. These containers remain the property of the Service Provider for Regeneration.

There may also be occasions whereby the Service Provider(s) will be required to react to emergency situations regarding the provision of meals. Instructions will be issued by the Divisional Manager, Service Support or the Council's Emergency Planning Officer. This provision may be required outside normal working hours and/or at weekend. Reimbursement of the proper and reasonable costs incurred by the Service Provider(s) for this provision will be made upon receipt of an invoice to the Council for the Service Provider(s)

The Service Provider(s) is responsible for ensuring that all staff practice and are experienced and knowledgeable in existing Hygiene and Health & Safety legislation.

The regeneration Service Providers daily kitchen staff must be issued

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with some form of communication to the Council's Contact Centre and the driver of the vehicle transporting meals to service users so that action be taken in an emergency situation. If the provider is successful in being awarded the administration of the meals service, then communication links with the provider's administration service will be required so that daily amendments to meal requirements during the shift can be notified.

Any information regarding meal provision to the service user received by the Service Provider(s) either from the delivery agent or from any other source, will be communicated to the within an appropriate time scale. If this information concerns the well being of the individual service user this information will be communicated immediately to the.

The Service Provider(s) will need to have an auditable procedure in place to produce a service return/invoice detailing the numbers of meals, teatime packs and multi portion meals provided each day to each service user and establishment. If the provider is awarded the administration of the service they will use this information to invoice the service user for the meals deliveries made to them during a four weekly time period. Invoices for meal deliveries will be issued to service users two weeks in arrears after the end of the four weekly time periods. Copies of the four weekly services return information will be set to the Council and used to check the meals income transferred to the Council by the provider on a four weekly basis.

If the provider administers the service non payment of invoices by service users within four weeks of issue will be followed up by the provider twice both in writing and by telephone to the service user. If the service user continues to fail to pay their invoice then arrangements should be made for subsequent invoices to be raised directly to the service user by the Council and for the Council to pursue the outstanding debt. Failure to transfer the debt to the Council within nine weeks of initial non-payment will result in the debt being written off and the debt amount being forfeited by the provider. Following transfer of the debt the Council will be responsible for invoicing the service user for meals provided, based on the service return information that the provider gives about the number of meals delivered in each four weekly time period to the service user.

The regeneration Service Provider must inform the Council's Contact Centre immediately, when contacted direct by the service user to request any of the following alterations to service delivery:

- (i) cancellation of the service by the service user;
- (ii) resumption of the service after a period of suspension.

So that this information can be logged by operational service teams and/or acted upon by operational service teams.

Record Keeping

The Service Provider(s) will submit to the Council's Authorised Officer or their representative a four weekly return detailing

- (a) The number of special dietary requirements.
- (b) The number of teatime packs provided and the number delivered to service users.
- (c) The number of multi portion meals regenerated.
- (d) The number of meals regenerated
- (e) The number of meals delivered

This information to include Care First ID numbers, name address and postcode.

The Service Provider(s) will be required to keep all records according to current UK and European Health & Safety and Food Hygiene regulations and will be required to produce these to the Council's Authorised Officer if asked to do so.

Preparation and Production.

The Service Provider(s) is not restricted to using conventional production methods. However the Service Provider(s) will, at all times, be responsible for ensuring that correct temperature controls are maintained throughout the procedures and that all facilities and processes fully comply with all relevant UK and European food hygiene regulations.

The Service Provider(s) should include with their tender submission details of their Hazard Analysis Critical Control Points (HACCP) systems. This should also include their Business Contingencies.

The Service Provider(s) shall keep appropriate records of the production phases of their activity within current legislation, and these records shall be made available to the Council upon request.

The Service Provider(s) may purchase meals from a specialised supplier; the product must comply with the specification in terms of quality and quantity and with all current appropriate legislation.

The Service Provider(s) must demonstrate practices and procedures, which monitor and check the weight and portion size of the meals

At all stages of preparation and storage, the Service Provider(s) will comply with all legislative recommended temperatures. Air temperatures at production sites and bulk holding facilities must be monitored and alarmed to warn of unacceptable rises in temperatures.

A production identification code must clearly state the date of

manufacture and the use by/best before date.

Frozen foods can be stored again following distribution to either the service user or bulk delivery locations provided that:

- (i) none of the food has thawed and the food temperature, has at no time, risen above -12^oc and that the food temperature can be quickly reduced to -18^oc;
- (ii) there is a minimum of 6 weeks shelf life remaining on the delivered meal.

Raw Materials and Ingredients

The Council reserves the right to prohibit any foodstuffs, which it shall consider contains anything that may be detrimental to the health and well being of the service users and of the elderly in particular.

Raw materials and ingredients must as a minimum, comply with all legislation relevant to them. No raw materials or ingredients shall be accepted by the Service Provider(s) if they are known or might reasonably be expected to be so contaminated with parasites, pathogenic micro-organisms, or toxic, decomposed or foreign substances, that after normal sorting and/or preparatory of processing procedures hygienically applied by food businesses, they would still be unfit for human consumption.

Raw materials and ingredients stored by the Service Provider(s) shall be kept in appropriate conditions designed to prevent harmful deterioration and to protect them from contamination.

Raw Materials and Ingredients supplied under contract must be free from disease, discoloration, bruising, dirt, grit, mould, damage by pests or other causes and shall be safe, wholesome and suitable for consumption by the persons for whom they are provided.

All food products provided will be free from artificial additives where possible. It will be at the discretion of the Council as to the acceptability of the product. The use of E102, E104, E110, E122, E124 and E129 are prohibited, as is E621 Monosodium Glutamate.

Textured Vegetable Protein or similar protein extenders shall not be permitted as extenders in meat, sausage meat and fish recipes, or sausage meat, meat and fish products "bought in" or as an ingredient in recipes suitable for non-meat eating service users, without the prior approval of the Council's Authorised Officer.

T.V.P. or Soya flour will not be permitted as a meat extender for meat dishes or meat products without the prior approval of the Council.

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	<p>The Council shall not permit the Service Provider(s) to supply any foodstuffs supplied under this Contract, which have been subject to the process of irradiation.</p> <p>The Service Provider(s) shall ensure that all food products do not contain Genetically Modified products. The use of any genetically modified organism or ingredient derived from any genetically modified organism in any foodstuffs supplied will not be permitted.</p> <p>The Service Provider(s) will follow all recommendations of the Advisory Body for Social Services Catering regarding all matters of cleaning and hygiene.</p>
3.3	<p>The Service Provider(s) shall also conform to any additional legislation in connection with this type and style of service and any additional guidelines produced by the Institute of Chartered Environmental Health Officers.</p>
3.4	<p>The Council will monitor the quality of the Service against these standards as part of their contract monitoring process. The Council's Supporting People and Contracts Team will undertake a minimum of one contract-monitoring visit per year.</p> <p>The Service Provider(s) will ensure that the production of all meals conform to all current appropriate legislation and shall provide the Council upon request copies of Environment Health Officers reports relating to their product or premises.</p>
3.5	<p>The Service Provider shall ensure that the following key service principles are adhered to. These key principles underpin how support should be delivered;</p> <ul style="list-style-type: none"> • an individualised service • the promotion of social inclusion • the promotion of good physical health • a skilled and effective staff team <p>In addition, the Service shall be: -</p> <ul style="list-style-type: none"> • <u>Reliable</u> - Service Users must be able to depend on the Service. The Service shall deliver as agreed and not be changed, withdrawn or discontinued without consultation and without warning. • <u>Flexible</u> - The Service shall be capable of responding to individual Service Users and their changing needs. This will be evidenced in the Support Plans. • <u>Consistent</u> - Service Users will have access to a consistent staff group who are aware of their needs and with whom they can form trusting relationships.

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	<p><u>Co-ordinated</u> - Service shall be co-ordinated within and between all Providers, Service Users and the Council (Where applicable).</p> <p>The purpose of this statement is to protect the service user. In providing services for the Enabling Authority all Service Providers will be expected to maintain high standards of behaviour and performance in carrying out their duties.</p>
3.6	<p>In addition to any other requirement of any other clause in this contract, the Service Provider must produce, in written format to the satisfaction of the Council:</p> <ul style="list-style-type: none"> • accurate records of complaints and how they have been resolved. • clear guidance for all staff on safety precautions to be taken following assessment of risk. This shall include written procedures on Fire Prevention, First Aid, Safe Use of Electricity, Food Safety and Hygiene, control of infection and reporting of Infectious Diseases, and the Reporting of Injuries, Accidents and Dangerous Occurrences. • procedures for dealing with allegations of abuse or exploitations, which will include independent involvement, where the alleged perpetrator is, or was at the time of the alleged incident, a member of staff. These procedures will fully follow the Council's Protection of Vulnerable Adults Policy. • a policy relating to the transmission of blood-borne viruses such as HIV and Hepatitis B, and how to prevent from needle-stick injuries if applicable to your service. <p>All Service Providers will demonstrate the following at all times: -</p> <ul style="list-style-type: none"> • that they and their employees will understand the nature and purpose of the service which they are providing; • that they and their employees are providing a service in the manner consistent with the Enabling Authority's policy statement and this specification; • that the specification of service will be maintained; • that they are operating working practices which comply with current employment legislation, current health and safety at work legislation and other relevant legislation which is designed to regulate their conduct.
3.7	<p>The Enabling Authority requires the provision of a Community Meals Service for individuals within the Halton Borough Council where assessment establishes such a need.</p>
3.8	<p>In relation to the bulk delivery supplying the Service Provider, the Service Provider will calculate the number of meals that need to be delivered each day taking into account the referrals for new services they receive on a daily basis and the notification of cancellations and service re-starts from service users. The Service Provider will agree</p>

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	<p>with the supplier a nominated location for the bulk delivery for regeneration. Referrals for meals to be provided to new service users must be dealt with within twenty-four hours on a daily basis so that people who need meals are provided with them. Changes (cancellations) to daily requirements may be made up until an agreed time, currently 10.00am and (additions), currently 11.15am.</p> <p>In relation to the provision of the administration of the meals service outlined in Section 2 of the specifications, the Service Provider will monitor calls for meals and teas cancellations and re-starts and will record the actual number of meals and teas delivered to each service user and Day Centre.</p> <p>In relation to the provision of the administration of the meals service outlined in Section 2 of the specifications, the Service Provider will deal with calls from drivers with regard to no contacts and concerns.</p>
3.9	<p>It should be noted that compliance with this Contract requires that the recommendations of the Advisory Body for Social Services Catering be followed and that cognisance of guidance contained in such reports as the Committee on Medical Aspects of Food and Nutrition Policy (COMA) report on Nutrition of the Elderly and any reports by the Scientific Advisory Committee on Nutrition (SACN) are taken into account.</p>
3.10	<p>The Service Provider(s) shall ensure that the service they provide conforms to all current Department of Health legislation (or European equivalent) for example,</p> <p>Regulation No. 178/2002 applied by Regulation 4 of the General Food Regulations 2004</p> <p>Regulation No. 852/2004 applied by Regulation 17(1) of the Food Hygiene (England) Regulations 2006</p> <p>Genetically Modified Food Regulations 2004</p> <p>Genetically Modified Organisms (Traceability and Labelling) Regulations 2004</p>
4.	Quality Assurance
4.1	<p>The Service Provider(s) shall operate a Quality Assurance system in the provision of the service. The outcomes that people who use the service are detailed in Section 2.3 and targets are specified in Section 2.4</p>
4.2	<p>The Quality Assurance system of the Service Provider(s) shall provide the procedures in respect of setting and documentation of standards, provision for monitoring and assessing the system, implementation of improvement and availability for external assessment and evaluation.</p>

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4.3	The Provider shall maintain a product sampling procedure to inspect, taste and analyse meals and record findings.
4.4	The Provider must allow access at all times to the Council's Authorised Officer(s) to all premises and facilities.
4.5	<p><u>Requirements for Equipment</u></p> <p>The new Provider will be responsible for the moving of all existing equipment from the existing kitchens at their own expense.</p> <p>All articles, fittings and equipment with which food comes into contact shall be kept in good order, repair and condition as to minimise any risk of contamination of food.</p> <p>With the exception of non-returnable containers and packing, all articles, fittings and equipment with which food comes into contact shall be so constructed and of such materials to enable them to be kept thoroughly cleaned and if necessary disinfected, sufficient for the purposes intended.</p> <p>All articles, fittings and equipment with which food comes into contact shall be installed in such a manner as to allow adequate cleaning of the surrounding area.</p> <p>The Service Provider(s) shall provide all equipment and materials necessary for the provision of the service</p> <p>The Provider shall maintain and replace any faulty equipment and provide insurance/tax/licence for equipment, where necessary.</p>
5.	Food Safety
5.1	<p>All food which is handled, stored, packaged, displayed and transported, shall be protected against any contamination likely to render the food unfit for human consumption, injurious to health or contaminated in such a way that it would be unreasonable to expect it to be consumed in that state. In particular, food must be so placed and/or protected as to minimise any rise of contamination.</p> <p>Adequate procedures must be in place to ensure pests are controlled.</p> <p>Hazardous and/or inedible substances, including animal feedstuffs, shall be adequately labelled and stored in separate and secure containers.</p> <p>The Council supports animal welfare legislation and the Service Provider(s) must supply products that are sourced from animals that have been reared and fed in accordance with animal welfare legislation.</p> <p>The Service Provider(s) shall comply with the General Food</p>

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	<p>Regulations 2004 and the Food Hygiene Regulations 2006</p> <p>The Council is actively encouraging the introduction of Environmentally Friendly Products. In the case of catering products this policy could apply to the packaging element of catering products as well as the contents.</p> <p>The Council shall seek guidance from the Service Provider(s) as to their intentions regarding implementing or otherwise the procedures for ENISO140001/EMAS (Eco-management and Audit Scheme).</p> <p>The Service Provider(s) will consider the environmental impact of food miles travelled by the food and will try to keep this to a practical minimum. The Service Provider(s) will consider the environmental impact of vehicles making deliveries of the meals and will minimise such impact by efficient route planning.</p> <p>Under no circumstances whatsoever shall partly defrosted products be re-frozen with the intention of supplying the same for delivery at a later date.</p>
<p>5</p>	<p>. Health and Safety</p>
<p>5.1</p>	<p>The Provider will comply with the Statutory requirements of the Health and Safety Act 1974, and any subsequent amendments.</p>
<p>5.2</p>	<p>Control of Substances Hazardous to Health Regulations 2002 (COSHH)</p> <p>In accordance with the above legislation, the Council seeks to control the exposure of persons in the workplace to substances that are hazardous to health.</p> <p>Hazardous substances are defined as being any substance (including any preparation) which creates a hazard to the health of any person” and includes: -</p> <ul style="list-style-type: none"> (a) any substance included on the approved list as dangerous for supply within the meaning of the classification, chemical Handling and Packaging Regulations 2002 and for which the classification is very toxic, toxic, harmful, corrosive or irritant; (b) any substance for which the maximum exposure limit or any exposure standard has been approved; (c) any other substance although not listed which exhibits the same harmful characteristics; (d) a human pathogen (e) dust of any kind when present at a substantial concentration in the air (f) it is a pre-requisite of any dealing with the Council that any substances offered or supplied, or used in conjunction with services provided that could be a hazard to health, be identified;

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	<p>(g) it is a requirement for all products requiring a COSHH data sheet under the Control of Substances Hazardous to Health Regulations 1988, to be attached to the tender documents and returned by the closing date for the receipt of tenders;</p> <p>The Service Provider(s) must ensure that the Council is advised of any changes made to products during the Contract period, e.g. changes to Health and Safety advice, produce formulation or container labelling.</p>
5.3	The Provider shall provide Risk Assessments, which are regularly updated either through changes in legislation, operation or specific tasks.
6.	Staff and Support Details
6.1	The Service Provider(s) will employ sufficient professional, technical, ancillary and other staff to enable it to carry out the Service stated within the Contract. All staff employed by the Service Provider(s) will be qualified to at a minimum Level 2 award in food safety and catering, trained, skilled and competent. The Providers Manager must have as a minimum, Intermediate Level in Food Hygiene.
6.2	<p>The support that is provided by the Service should be of the highest possible standard. The Service should be able to evidence the following criteria for its staff members:</p> <ul style="list-style-type: none"> • Two references should be undertaken <u>before</u> employment commences. One must be from the most recent employer. All gaps in Employment must be fully checked. • Enhanced CRB checks (During Autumn 2008, the new Independent Safeguarding Authority (formerly the Vetting and Barring Scheme) will be implemented for regulated services. The CRB Disclosures policy will be revised next year to incorporate any changes required.) • An Induction undertaken • Supervision is recorded and undertaken according to the Organisation's policy (minimum of 4 times a year). • Application Form/Person Specification form • Training is undertaken that matches the service and to the Service Users needs.
6.3	A staffing structure of the organisation, describing managerial relationships and accountabilities and how information is effectively communicated throughout the organisation must be provided.
6.4	Service Users will have access to a consistent staff group who are aware of their needs and with whom they can form trusting relationships.
6.5	The Provider should ensure that the managers and staff attend HBC Focus groups, SP Forums, Provider groups and other information

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	sharing groups where examples of good practices are discussed.
6.6	<p>The Service Provider(s) will employ sufficient professional, technical, ancillary and other staff to enable it to carry out the service. All staff employed by the Service Provider(s) will be suitably qualified, trained, skilled and competent. All staff employed by the Service Provider(s) shall have written terms and conditions of employment and job description.</p> <p>The Service Provider(s) shall employ sufficient qualified and trained reserve staff to meet holiday, sickness and other absences.</p> <p>The Service Provider(s) will ensure that employees have access to a programme of development and training. The Service Provider(s) shall have an identified, written training policy, which demonstrates a commitment to support training opportunities and the maintenance of professional knowledge and competence.</p> <p>The Service Provider(s) will adopt and implement an equal opportunities policy in respect of all the persons employed by them.</p>
6.7	<p>The Service Provider(s) shall ensure that food handlers engaged in the provision of the service are supervised instructed and trained in food hygiene matters commensurate with their work activities.</p> <p>The Service Provider(s) shall ensure that food handlers engaged in the provision of the service are trained in accordance with current legislation and any necessary certificates of qualifications will be available for inspection by the Council.</p>
6.8	If deliveries form part of the tender we need this clause about wearing company uniform, photographic identification carried on the person at all times with a contact number for verification. Sealed tamper proof.
6.8	The organisation should ensure they comply with the recruitment guidelines contained in the Immigration, Asylum and Nationality Act 2006 and the Home Office Border and Immigration Agency Prevention of Illegal Working Guidance for Employers (Feb 2008).
6.9	The organisation must notify the Council of any improper conduct of any of its staff, the manager or contracted provider of the service related to any part of this Contract. Where such conduct is of a criminal nature the provider is also responsible for informing the Police. Failure to do so will be considered a breach of the Contract and may result in termination.
6.10	Halton Borough Council has a responsibility to monitor the employment practices of the Provider. If it is found that practices are unacceptable then this will constitute a breach of Contract and may be considered grounds for termination of the Contract.
6.11	The organisation must demonstrate that they are following safer

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	<p>recruitment practices, and must ensure that they robustly examine the competence, experience, qualifications and attitudes of potential staff The organisation must not employ staff without obtaining verifiable proof of identity.</p>
6.12	<p>Organisations need to be mindful of the provisions of The Safeguarding of Vulnerable Groups Act 2006. This provides the legislative framework to introduce a new scheme based on two barred lists</p> <ul style="list-style-type: none"> • A list of people barred from working with children (replacing List 99, POCA and disqualification orders): and • A list of people barred from working with vulnerable adults (replacing POVA) <p>The new legislation will be phased in from Autumn 2009 and the local authority requires all providers to maintain the current system of CRB and POVA checks until the new scheme is fully operational.</p>
6.13	<p>Organisations should also ensure that they have mechanisms in place to fulfil their duty to refer relevant information to the scheme where they have dismissed an individual, or an individual has resigned, because they harmed or may harm a child or vulnerable adult.</p>
6.14	<p>The organisation must be aware of, and operate a complaints process compatible with the Council's Health and Social Care Directorate's Complaints Procedure, and make this available to Service Users. The provider's complaints procedure should include contact details for Halton Borough Council's Contracts Team.</p>
7.	Monitoring
7.1	<p><u>Contract and Service Delivery Monitoring Process</u></p> <p>The Council's Authorised Officer shall at all reasonable times be permitted by the Service Provider(s) to inspect any premises in which any product, which is the subject of this Contract, is being prepared, transported or stored for the purpose of inspecting the goods and ensuring that the conditions of Contract are being performed and that standards of cleanliness and hygiene are maintained.</p> <p>The Contract will be positively monitored to ensure all specifications have been met and to ensure that only legitimate charges are made for services provided. The Council's Authorised Officer will monitor the Service Provider(s) performance under this contract by: -</p> <ol style="list-style-type: none"> (1) regular contact with service users to assess satisfaction; (2) quality control inspections of the Service Provider(s) premises and delivery vehicles; (3) examining financial records.

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	<p>The above, in terms of format and content, will be agreed with the Council prior to commencement of the contract. Due to service developments etc; the above information requirements may differ during the course of the contract.</p>
7.2	<p><u>Complaints Procedure</u></p> <p>The Service Provider(s) must have a written complaints procedure covering both aspects of the service for which they will be responsible for in relation to the bulk delivery and regeneration. A copy of this will be available for the Council and the service user.</p> <p>The Service Provider(s) shall respond to any complaints made by service users and record them accordingly, and provide copies of complaints and action taken to the Council's Authorised Officer.</p> <p>The Service Provider(s) should attempt to resolve complaints by informal discussions either with the service user and/or their representatives or the nominated representative at the agreed location(s) receiving the bulk delivery service and/or visa versa. If discussion fails to provide a satisfactory solution to both Service Providers and the service user, discussion should take place including the Community Meals Co-ordinator. If discussion still fails to provide a satisfactory solution, a full written report shall be submitted to the Council who will designate a representative to investigate the complaint.</p> <p>The Service Provider(s) shall keep a complete record of all complaints and copies of these shall be forwarded on a bi monthly basis to the Divisional Manager, Business Support, Halton Borough Council.</p> <p>Service users who make complaints to the Council's Authorised Officer will have these passed onto the Service Provider(s) to action as per the identified complaints procedure.</p>
7.3	<p><u>Failure to Comply</u></p> <p>Misconduct of the Service Provider(s) or the Service Provider(s) employees or failure to comply with any statutory requirements may be regarded as a breach of Contract and the Council may terminate the Contract.</p> <p>SHOULD THE COUNCIL TERMINATE THE CONTRACT BY REASON OF THE SERVICE PROVIDER (S) FAILURE TO COMPLY WITH THE STATUTORY REQUIREMENTS, THEN THE COUNCIL SHALL CLAIM FINANCIAL COMPENSATION FOR COSTS INCURRED. THE COUNCIL'S TRADING STANDARDS OFFICERS AND ENVIRONMENTAL HEALTH OFFICERS MAY ALSO INVESTIGATE CONTRAVENTION, WHICH MAY RESULT IN A PROSECUTION AGAINST THE SERVICE PROVIDER (S).</p>

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8.	Legal Aspects
8.1	<p>The Provider must immediately notify the SP/Contracts team of any improper conduct by any of its staff or by one resident towards the other, in connection with any part of this Contract, using Halton's Vulnerable Adult Abuse procedures. The Police must also be informed if the said conduct is of a criminal nature. Failure to do so will be considered a breach of the Contract and may result in termination of said contract. The provider should be aware of and pay due care to the local authority's Confidential Reporting Code (Whistle-blowing Policy) and ensure that all staff have information and training in this area.</p>
8.2	<p>Examples of improper conduct of staff include:</p> <ul style="list-style-type: none">• Fraud or theft from the Service User's property or person.• cruelty, assault, exploitation or verbal abuse of the Service User or their family or friends;• sexual harassment or sexual abuse;• racial abuse, harassment or discrimination of any kind• inducements to employees or members of the Council;• conspiracy to defraud or disadvantage a Service User• financial malpractice (stealing belongings, Service Users money) <p>This list is not exhaustive.</p>

END OF SERVICE SPECIFICATION